

**A G R E E M E N T**

**BETWEEN**

**FOND DU LAC COUNTY**

**AND**

**FOND DU LAC COUNTY**

**HIGHWAY DEPARTMENT UNION**

**LOCAL 1366B, AFL-CIO**

**2014**

## **AGREEMENT**

**WHEREAS**, Fond du Lac County Highway Department employees have elected Fond du Lac County Highway Department Employees' Union Local 1366B, affiliated with the Wisconsin Council of County Municipal Employees, AFSCME, AFL-CIO, as the exclusive collective bargaining representative of the employees of said Fond du Lac County Highway Department, and

**WHEREAS**, this has been done to maintain the existing harmonious relationship between the county of Fond du Lac, hereinafter referred to as the "Employer," and its highway employees represented by Fond du Lac County Highway Department Employees' Union Local 1366B, AFSCME, AFL-CIO, hereinafter referred to as the "Union," to maintain base wages, and to meet and confer on issues that may arise.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, the above named parties enter into the following agreement, which shall be binding on the parties for the term therein provided.

### **ARTICLE 1. RECOGNITION AND UNIT OF REPRESENTATION**

The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of conferences and negotiations with the Employer or its lawfully authorized representatives on questions of base wages consisting of all regular full-time and regular part-time employees in the Fond du Lac County Highway Department, excluding the superintendents, assistant superintendents, seasonal employees (with the exception of watchmen), office clerical employees and supervisors, as certified by the Wisconsin Employment Relations Commission on September 6, 1966, following a representation election or annual recertification vote.

### **ARTICLE 2. MANAGEMENT RIGHTS RESERVED**

2.01 Unless otherwise herein provided, the management of the work and the direction of the working forces, including the right to hire, promote, transfer, demote or suspend, or otherwise discharge for proper cause and the right to relieve employees from duty because of lack of work or other legitimate reason is vested exclusively in the Employer.

2.02 The County Board and its Highway Committee shall have the sole right to contract for any work it chooses and to direct its employees to perform such work wherever located, subject only to the restrictions imposed by this agreement and the Wisconsin Statutes.

2.03 In keeping with the above, the Employer may adopt work rules and amend the same from time to time.

### **ARTICLE 3. ENTIRE AGREEMENT**

The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

### **ARTICLE 4. SEPARABILITY**

It is understood and agreed that if any article or portion of this agreement is in conflict with the statutes of the State of Wisconsin governing municipalities, such article or portion shall be declared invalid, and negotiations shall be instituted to adjust such article or portion.

### **ARTICLE 5. TERMINATION CLAUSE**

**THIS AGREEMENT** shall be effective as of the date January 1, 2014, and shall remain in full force and effect through the 31st day of December, 2014. Before the expiration of this agreement, the Union will notify the county of its desire to enter into base wage bargaining as provided by the law.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
County Board Chair

\_\_\_\_\_  
County Clerk

**FOND DU LAC COUNTY HIGHWAY DEPARTMENT**  
**Effective 1/5/2014 - 1.5% ATB**

	<u>Hiring</u>	<u>Step I</u> <u>6 Months</u>	<u>Step II</u> <u>18 Months</u>	<u>Step III</u> <u>30 Months</u>
Classification I	Open	Open	Open	Open
Classification II	19.95	20.55	21.12	21.73
Classification III	20.75	21.34	21.90	22.48
Classification IV	21.09	21.67	22.24	22.82
Classification V	21.55	22.16	22.74	23.30
Classification VI				24.25